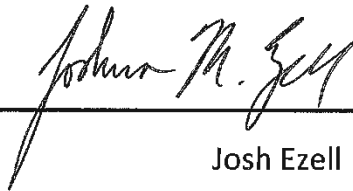


I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE FOLLOWING  
COVERAGE PARTS FOR POLICY NUMBER 85317321 ISSUED BY THE UNITED FIRE  
GROUP COMPANIES.

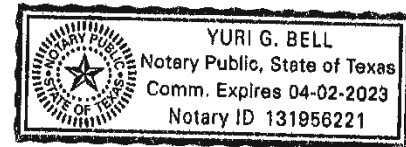
- ☐ COMMERCIAL PROPERTY
- ☒ COMMERCIAL GENERAL LIABILITY
- ☐ COMMERCIAL AUTOMOBILE
- ☒ COMMERCIAL UMBRELLA
- ☐ \_\_\_\_\_

  
\_\_\_\_\_  
Josh Ezell

COMMERCIAL UNDERWRITING

SUBSCRIBED AND SWORN TO, BEFORE ME THIS 23TH DAY OF AUGUST, 2019.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF TEXAS



0106

85317321 \*\*\*  
830188

UNITED FIRE & CASUALTY COMPANY  
P.O. Box 73909  
Cedar Rapids, IA 52407-3909  
Phone: 800-876-2499

This is not a bill. You  
will be billed separately  
when premium is due.

UNITED FIRE & CASUALTY COMPANY

118 2nd Ave SE  
Cedar Rapids, IA 52401

KEITH ZARS POOLS LTD  
KZP ENTERPRISES LLC  
17427 SAN PEDRO AVE  
SAN ANTONIO TX 78232-1407

## COMMERCIAL POLICY



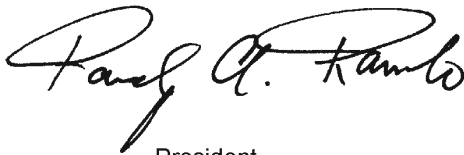
## COMMERCIAL LINES POLICY

IL 70 28 UF 01 08



## UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, IA 52407-3909



President



Secretary

A STOCK INSURANCE COMPANY

IL 70 28 UF 01 08

0106

**UNITED FIRE & CASUALTY COMPANY**

PO Box 73909, Cedar Rapids IA 52407

**POLICY NUMBER:** 85317321

ACCOUNT NUMBER: 3000212557

DIRECT BILL -

ISSUE DATE 09-07-2017 AG2 REPLACEMENT OF 0106 85317321		POLICY SUMMARY	
<b>NAMED</b> KEITH ZARS POOLS LTD <b>INSURED</b> KZP ENTERPRISES LLC <b>AND</b> HARSHMAN OF SA LLC <b>ADDRESS</b> 17427 SAN PEDRO AVE SAN ANTONIO TX 78232-1407		<b>AGENCY &amp; CODE</b> 830188 INDEPENDENT INS GROUP INC 3030 LBJ FREEWAY, STE 1300 DALLAS TX 75234	
<b>POLICY PERIOD:</b>		FROM: 06-01-2017 TO: 06-01-2018	
<small>We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment. The insurance afforded under any coverage part set forth below is only in the amounts and to the extent set forth in such coverage part, subject to all terms of the policy having reference thereto.</small>			
<b>COVERAGE</b>		<b>LIMIT</b>	
INTERNET SECURITY & PRIVACY 500 Ded The Premium for this Coverage is shown on the (2) COMMERCIAL GENERAL LIABILITY Declarat Standard Protection Endorsement Period 06/01/2017 to 06/01/2018 Claims expense is inside limit of liability.		25,000	
This Additional Coverages Declaration provides information for coverages endorsed on to a specific coverage line. Please refer to the coverage line indicated above for a copy of the endorsement.		<b>X</b> (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)	

UW 17 92 07 14

0106

**UNITED FIRE & CASUALTY COMPANY**

PO Box 73909, Cedar Rapids IA 52407

**POLICY NUMBER:** 85317321

ACCOUNT NUMBER: 3000212557

(2) COMMERCIAL GENERAL LIABILITY

DIRECT BILL - 150

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

ISSUE DATE 09-07-2017 AG2 REPLACEMENT OF 0106 85317321		DECLARATIONS AMENDED 06/01/2017																																															
<b>NAMED KEITH ZARS POOLS LTD</b> <b>INSURED KZP ENTERPRISES LLC</b> <b>AND HARSHMAN OF SA LLC</b> <b>ADDRESS 17427 SAN PEDRO AVE</b> <b>SAN ANTONIO TX 78232-1407</b>		<b>AGENCY &amp; CODE 830188</b> <b>INDEPENDENT INS GROUP INC</b> <b>3030 LBJ FREEWAY, STE 1300</b> <b>DALLAS TX 75234</b>																																															
<b>POLICY 12:01 A.M. Standard time</b> <b>PERIOD: at your mailing address shown above.</b>		<b>FROM: 06-01-2017 TO: 06-01-2018</b> And for successive policy periods as stated below.																																															
We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.																																																	
<b>LIMITS OF INSURANCE</b>																																																	
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)		\$ 2,000,000																																															
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT		\$ 2,000,000																																															
PERSONAL AND ADVERTISING INJURY LIMIT (Any one person or organization)		\$ 1,000,000																																															
EACH OCCURRENCE LIMIT		\$ 1,000,000																																															
DAMAGE TO PREMISES RENTED TO YOU LIMIT (Any one premises)		\$ 300,000																																															
MEDICAL EXPENSE LIMIT (Any one person)		\$ 10,000																																															
<b>RETROACTIVE DATE (CG 00 02 Only) Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here. (enter date or "None" if no Retroactive Date applies)</b> NONE																																																	
<b>BUSINESS DESCRIPTION</b>																																																	
<b>FORM OF BUSINESS:</b> ____ Individual ____ Joint Venture <input checked="" type="checkbox"/> Partnership ____ Corporation ____ Other ____																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Classifications and Locations of All Premises You Own, Rent or Occupy</th> <th rowspan="2">Codes</th> <th rowspan="2">Premium Basis</th> <th colspan="2">Rates</th> <th colspan="2">Advance Premiums</th> </tr> <tr> <th>Pr/CO</th> <th>All Other</th> <th>Pr/CO</th> <th>All Other</th> </tr> </thead> <tbody> <tr> <td>TX LOC# 01 17427 SAN PEDRO SAN ANTONIO, TX 78232</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>CONTRACTORS EXEC SUPVRS OR EXEC SUPERINTENDENTS INC PR/CO 91580P) 1,300,000</td> <td></td> <td></td> <td>INCL</td> <td>5.086</td> <td>INCL</td> <td>6612</td> </tr> <tr> <td>\$10,000 PER OCCURRENCE PROPERTY DAMAGE DEDUCTIBLE APPLIES</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="7">CONTRACTORS-SUBCONTRACTED WORK NOT BUILDING CONSTRUCTION</td> </tr> <tr> <td colspan="7">CONTINUED ON CG7004</td> </tr> </tbody> </table>				Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates		Advance Premiums		Pr/CO	All Other	Pr/CO	All Other	TX LOC# 01 17427 SAN PEDRO SAN ANTONIO, TX 78232							CONTRACTORS EXEC SUPVRS OR EXEC SUPERINTENDENTS INC PR/CO 91580P) 1,300,000			INCL	5.086	INCL	6612	\$10,000 PER OCCURRENCE PROPERTY DAMAGE DEDUCTIBLE APPLIES							CONTRACTORS-SUBCONTRACTED WORK NOT BUILDING CONSTRUCTION							CONTINUED ON CG7004						
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<b>Premium Charge Forms</b> SEE UW7002		<b>Advance Premium</b>		<b>Premium Charge Forms</b>		<b>Advance Premium</b>																																											
Other Forms		SEE UW7002																																															
<b>Amend Reason</b> AMEND EXPOSURES																																																	
<b>PREMIUM FOR THIS COVERAGE PART</b> \$ 69,715 <b>Endorsement Adjustment Premium</b> \$ 10,883 RET																																																	
This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period.					<b>X</b> (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)																																												

CG 70 01 02 05

0106

06-01-2017

POLICY NUMBER: 85317321

## COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Pr/CO	Rates All Other	Advance Pr/CO	Premiums All Other
91581C) 3,500,000						
\$10,000 PER OCCURRENCE			0.845	0.953	2958	3336
PROPERTY DAMAGE						
DEDUCTIBLE APPLIES						
CONTRACTORS PERMANENT YARDS- EQUIP MAINTENANCE INCL PR/CO						
91590P) 1,200,000						
\$10,000 PER OCCURRENCE			INCL	3.380	INCL	4056
PROPERTY DAMAGE						
DEDUCTIBLE APPLIES						
PLUMBING-RESIDENTIAL OR DOMESTIC						
98483P)			1			
\$10,000 PER OCCURRENCE			15.474	4.944		
PROPERTY DAMAGE						
DEDUCTIBLE APPLIES						
SWIMMING POOL SERVICING INCL PR/CO						
99505P) 2,960,000						
\$10,000 PER OCCURRENCE			INCL	4.478	INCL	13255
PROPERTY DAMAGE						
DEDUCTIBLE APPLIES						
SWIMMING POOLS-INSTALLATION REPAIR BELOW GROUND INCL PR/CO						
99507P) 6,360,000						
\$10,000 PER OCCURRENCE			INCL	4.806	INCL	30566
PROPERTY DAMAGE						
DEDUCTIBLE APPLIES						
TX LOC# 02						
2210 BANDERA HIGHWAY STE E						
KERRVILLE, TX 78028						
SWIMMING POOL SERVICING INCL PR/CO						
99505P) 161,106						
\$10,000 PER CLAIM			INCL	4.478	INCL	721
PROPERTY DAMAGE						
DEDUCTIBLE APPLIES						
SWIMMING POOLS-INSTALLATION REPAIR BELOW GROUND INCL PR/CO						
CONTINUED ON CG7004						

CG 70 04 02 05

0106

06-01-2017

POLICY NUMBER: 85317321

## COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Pr/CO	Rates		Advance Premiums	
				All Other		Pr/CO	All Other
	99507P)		1				
			INCL	4.806		INCL	
\$10,000 PER CLAIM							
PROPERTY DAMAGE							
DEDUCTIBLE APPLIES							
INCREASED DAMAGE TO PREMISES RENTED TO YOU LIMIT							72
LIMITED POLLUTION COVERAGE WORK SITES							1845
BROADENED PROPERTY DAMAGE COVERAGE-SWIMMING POOLS							250
Each "Pop-Up Damage" Incident		25,000					
Limit							
"Pop-Up Damage" Aggregate Limit		25,000					
Property Damage Deductible for		1,000					
"Pop-Up Damage"							
EXTENDED ULTRA LIABILITY ENDORSEMENT							4305
INTERNET SECURITY & PRIVACY							139
See UW1792 for Coverage Information							

CG 70 04 02 05

0106

06-01-2017

POLICY NUMBER:

85317321

**FORMS SUPPLEMENTAL DECLARATIONS**

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

## Premium

Applicable to the state of Texas

CG2010(04-13)	ADDL INSURED-OWNERS LESSEES/CONTRACTORS-SCHEDULED	100
CG2033(04-13)	ADDL INSURED-OWNERS/LESSEES/CONTRACTORS-AUTOMATIC	
CG2037(04-13)	ADDL INSURED-OWNER/LESSEE/CONTRACTOR-COMPLETED OPR	1,500

## Other Forms

Applicable to the state of Texas

CG0001(04-13)	COMM GENERAL LIAB COVG FORM
CG0103(06-06)	TX-CHGS
CG0205(12-04)	TX-CHGS AMENDMENT OF CANCEL PROVISIONS/COVG CHG
CG2001(04-13)	PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE
CG2106(05-14)	EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL
CG2167(12-04)	FUNGI/BACTERIA EXCL
CG2175(01-15)	EXCL OF CERTIFIED ACTS OF TERRORISM & EXCL OF
CG2196(03-05)	SILICA/SILICA-RELATED DUST EXCL
CG2234(04-13)	EXCL-CONST MANAGEMENT E&O
CG2279(04-13)	EXCL-CONTRACTORS-PROFESSIONAL LIAB
CG2639(12-07)	TX-CHGS EMPLOYMENT RELATED PRACTICES EXCL
CG2646(04-99)	TX-ABUSE/MOLESTATION EXCL
*CG7001(02-05)	COMMERCIAL GENERAL LIABILITY COVERAGE PART
*CG7004(02-05)	COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS
CG7012(07-10)	SPECIAL EVENTS EXCL END
CG7110(04-05)	LIMITED POLLUTION COVERAGE-WORK SITES-TEXAS
CG7115(09-01)	EXCL-EXTERIOR INSULATION & FINISH SYSTEMS
CG7125(02-12)	PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE
CG7184-(12-11)	BROADENED PROPERTY DAMAGE COVG SWIMMING POOLS
CG7208(02-15)	TX-EXTENDED ULTRA LIAB PLUS END
IL0017(11-98)	COMMON POLICY CONDITIONS
IL0021(09-08)	NUCLEAR ENERGY LIAB EXCL END
IL0168(03-12)	TX-CHGS DUTIES
IL0275(11-13)	TX-CHGS-CANCEL & NONRENEW PROVISIONS FOR CASUALTY
IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
IL7095(01-14)	INTERNET SECURITY & PRIVACY INS END
SPECEND(00-00)	SPECIAL END
ST-1403(09-01)	EXTERIOR INSULATION & FINISH SYSTEMS EXCLUSION
ST1120CG(10-92)	COMM GENERAL LIAB POLICY-QUICK REFERENCE
ST1333(09-15)	TX-IMPORTANT NOTICE-TELEPHONE NUMBERS
ST1347(08-06)	WORK PERFORMED BY SUBCONTRACTORS NOTICE
ST1435-(08-04)	TX-NOTICE GL EXCL ASBESTOS
ST1436-(08-04)	TX-NOTICE GL EXCL LEAD
ST1544(01-10)	TX-EXCL UNDERGROUND STORAGE TANKS
ST1644(01-12)	POLICY WEBSITE STUFFER

UW 70 02 04 96



0106

06-01-2017

POLICY NUMBER:

85317321

**FORMS SUPPLEMENTAL DECLARATIONS**

Other Forms

ST1681(08-14)	TX-NOTICE-LOSS CONTROL INFO
ST1813(10-15)	IMPORTANT NOTICE-INTERNET SECURITY & PRIVACY
ST1834(01-15)	INTERNET SECURITY & PRIVACY TRAINING NOTICE
ST1882(06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION
*UW7002(04-96)	FORMS SUPPLEMENTAL DECLARATION

UW 70 02 04 96

POLICY NUMBER: 85317321

COMMERCIAL GENERAL LIABILITY  
CG 02 05 12 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****TEXAS CHANGES - AMENDMENT OF CANCELLATION  
PROVISIONS OR COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

<b>1. Name:</b>	PER SCHEDULE ON FILE
<b>2. Address:</b>	CANCELLATION FOR NONPAYMENT OF PREMIUM 10 DAYS
<b>3. Number of days advance notice:</b>	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

POLICY NUMBER: 85317321

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
KEITH ZARS 17427 SAN PEDRO SAN ANTONIO TX 78232	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 100

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

85317321

PREMIUM

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 33 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 85317321

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO NAME AS ADDITIONAL INSURED BY WRITTEN CONTRACT OR AGREEMENT IF THE CONTRACT OR AGREEMENT IS EXECUTED PRIOR TO LOSS	LOCATIONS DESIGNATED AND DESCRIBED IN THE ABOVE MENTIONED WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 1,500

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products -completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on be half of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## ENDORSEMENT

85317321

SPEC END  
(0000)

CG7184 BROADENED PROPERTY DAMAGE COVERAGE - SWIMMING POOLS TO READ AS BELOW

EACH POP-UP DAMAGE INCIDENT LIMIT	\$25000
POP-UP DAMAGE AGGREGATE LIMIT	\$50000
PROPERTY DAMAGE DEDUCTIBLE FOR POP-UP DAMAGE	\$2500

All other terms, conditions, limitations and agreements of the policy remain unchanged.

**SPEC END**  
(0000)



ST 18 82 06 16

## Notice to Policyholders — Location and Premises Clarification

This notice does not provide you with any coverage and is intended solely as a clarification of our intent.

Wherever any reference to location is made in the Declarations, Supplemental Declarations, Coverage Forms, or endorsements that comprise this policy, that reference shall also be deemed to apply to premises, and likewise any reference to premises shall be deemed to apply to location.

*This notice is provided to you as certain documents that comprise your policy may use these terms interchangeably.*

If you have any questions regarding this notice please contact your agent.

Thank you for doing business with United Fire Group.

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**COMMERCIAL GENERAL LIABILITY**  
**CG 00 01 04 13**

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".



- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



**COVERAGE C – MEDICAL PAYMENTS****1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and
      - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;



- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
    - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**9. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**11. "Loading or unloading" means the handling of property:**

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16.** "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or

- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17.** "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.



As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

**a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

COMMERCIAL GENERAL LIABILITY  
CG 01 03 06 06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS CHANGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY  
CG 21 06 05 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COMMERCIAL GENERAL LIABILITY  
CG 21 67 12 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

COMMERCIAL GENERAL LIABILITY  
CG 21 75 01 15

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND  
EXCLUSION OF OTHER ACTS OF TERRORISM  
COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".
 

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- C. The following definitions are added to the Definitions Section:**

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.



COMMERCIAL GENERAL LIABILITY  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – CONSTRUCTION MANAGEMENT  
ERRORS AND OMISSIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as construction manager; or
2. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1. or 2.

This exclusion does not apply to "bodily injury" or "property damage" due to construction or demolition work done by you, your "employees" or your subcontractors.

COMMERCIAL GENERAL LIABILITY  
CG 22 79 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – CONTRACTORS –  
PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

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CG 26 39 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS CHANGES – EMPLOYMENT-RELATED  
PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2.,  
Exclusions of Section I - Coverage A - Bodily  
Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and

- (3) To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2.,  
Exclusions of Section I - Coverage B – Personal  
And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

COMMERCIAL GENERAL LIABILITY

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

2. The negligent:

- a. Employment;
- b. Investigation;
- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

For the purposes of this endorsement, abuse means an act which is committed with the intent to cause harm.

CG 70 12 07 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIAL EVENTS EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - a. any mechanically operated or inflatable amusement device;
  - b. automobile, motorcycle, boat, ATV, snowmobile, tractor or other motorized vehicle races, stunts, rallies or competitions;
  - c. roller blade racing;
  - d. horse or pony racing, including any equestrian drawn vehicles;
  - e. animal rides including animal-drawn devices;
  - f. rodeos, horse shows and other animal exhibitions;
  - g. parades;
  - h. firefighter style water fights and competitions;
  - i. carnivals and circuses;
  - j. fireworks and pyrotechnics;
  - k. hayrack rides, boat rides, hot air balloon rides, bungee jumping or parachute jumping;
  - l. paintball contests or competitions;
  - m. street dances, block parties or street festivals;
  - n. mazes, haunted houses or similar events;
  - o. dunk tanks;
  - p. model airplane flying, including competitions; or
  - q. wine, beer or liquor sampling or tasting.
2. "Bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED POLLUTION COVERAGE - WORK SITES - TEXAS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART****Schedule**

<b>Each Pollution Incident Limit</b>	<b>\$100,000</b>
<b>Pollution Liability Aggregate Limit</b>	<b>\$100,000</b>
<b>Property Damage Deductible</b>	<b>\$ 1,000 Each Pollution Incident</b>
<b>Premium</b>	<b>\$ _____</b>

(If no entry appears in the space above for property damage deductible, no deductible applies to the coverage provided by this endorsement.)

**A. The following is added to COVERAGES (Section I)****COVERAGE D. LIMITED POLLUTION COVERAGE****1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay:

**(1) As damages because of:****(a) "bodily injury"; or****(b) "property damage"; or**

- (2) As "clean-up costs" because of "environmental damage" which directly results from physical injury to tangible property;**

to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" or "environmental damage" to which this insurance does not apply. We may at our discretion investigate any "pollution incident" and settle any claim or "suit" that may result. But:

- (1) the amount we will pay for damages and "clean-up costs" is limited as described in SECTION III - LIMITS OF INSURANCE of this endorsement; and**

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements, or "clean-up costs" or when any allegations of the suit seeking covered damages have been settled.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

- b. This insurance applies to "bodily injury", "property damage", and "environmental damage" only if:**

- (1) The "bodily injury", "property damage", or "environmental damage" arises out of a "pollution incident".**

- (a) on or from "your work site" in the "coverage territory";**

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- (b) that is demonstrable as beginning and ending within 72 hours; and
- (c) that is accidental.
- (2) The "bodily injury", "property damage", or "environmental damage" occurs during the policy period.
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

## 2. Exclusions.

The insurance provided by this endorsement does not apply to:

- a. "Bodily injury", "property damage", or "environmental damage" expected or intended from the standpoint of the insured.
- b. "Bodily injury", "property damage", or "environmental damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

- c. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- d. "Bodily injury" to:
  - (1) An "employee" of the insured arising out of and in the course of:
    - (a) employment by the insured; or
    - (b) performing duties related to the conduct of the insured's business.
  - (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether or not the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- e. "Property damage", or "environmental damage" to:
  - (1) A "waste facility";
  - (2) Property you own, rent, or occupy now or at any time in the past;
  - (3) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
  - (4) Property loaned to an insured; or
  - (5) Personal property in the care, custody or control of an insured.
- f. "Bodily injury", "property damage", or "environmental damage" included within the "products-completed operations hazard".
- g. "Bodily injury", "property damage", or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the:
  - (1) Outer Continental Shelf Lands Act Amendment of 1978 as amended, or
  - (2) Clean Water Act 1977 as amended, or
  - (3) Any deepwater port as defined in the Deepwater Port Act of 1974 as amended,
 or as may be amended.
- h. "Bodily injury", "property damage", or "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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This exclusion does not apply to "bodily injury", "property damage", or "environmental damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.).

- i. "Bodily injury", "property damage", or "environmental damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.

- j. "Bodily injury", "property damage", or "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:

- (1) The insured;
- (2) You and your spouse;
- (3) Your members or partners and their spouses;
- (4) Your managers or
- (5) Your officers, directors or stockholders.

- k. "Bodily injury", "property damage", or "environmental damage" arising out of acid rain.

- l. "Bodily injury", "property damage", or "environmental damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

- m. Any loss, cost or expense arising out of any request, demand, or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental body's clean-up priority list whether made in a claim or suit by or on behalf of a governmental authority or pursuant to statutory or regulatory provision.

- n. Any multiple damages.

- o. "Bodily injury", "property damage" on or from any of "your work sites", on which any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are not brought on or to "your work site" by such insured, contractor or subcontractor.

**B. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended to:**

SUPPLEMENTARY PAYMENTS - COVERAGES A., B. AND D.

**C. SECTION III - LIMITS OF INSURANCE is amended as follows:**

**1. Paragraph 1, is replaced by the following:**

- 1. The Limits of Insurance shown in the Declarations and this endorsement and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. Paragraph 2. is replaced by the following:**

- 2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

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- c. Damages under Coverage B; and
  - d. Damages under Coverage D.
3. The following is added:
- 8. Subject to 2. above (the General Aggregate Limit) the Pollution Liability Aggregate Limit is the most we will pay for the sum of:
    - a. All damages because of all "Bodily injury", "property damage", and
    - b. All "clean-up costs" incurred because of all "environmental damage";  
arising out of all "pollution incidents".
  - 9. Subject to 2. above (the General Aggregate Limit) and 8. above (the Pollution Liability Aggregate Limit) the Each Pollution Incident Limit is the most we will pay for:
    - a. All damages because of all "bodily injury" and "property damage"; and
    - b. All "clean-up costs" incurred because of all "environmental damage";  
arising out of any one "pollution incident".

**D. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced with the following:**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part and this endorsement.

**2. Duties In The Event Of Occurrence, Offense, Pollution Incident, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence", an offense, or "pollution incident" which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence", offense or "pollution incident" took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence," offense or "pollution incident."

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

- e. We will notify the first Named Insured in writing of:

- (1) An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
- (2) Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part and this endorsement:

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- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part and this endorsement unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part and this endorsement or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, or Coverage D of this endorsement, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

##### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability and Exclusion 1. of Coverage D. Limited Pollution Coverage - Work Sites.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A, B or D to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part and this Endorsement.

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**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part and this Endorsement to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part and this Endorsement, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. Deductible - Coverage D. Only**

- a. As our obligation under this endorsement to pay damages on your behalf for "property damage" or "clean-up costs" because of "environmental damage" applies only to the amount of damages or "clean-up costs" in excess of any deductible amount stated in the schedule of this endorsement as applicable to Each Pollution incident. Neither the Each Pollution Incident Limit nor the Pollution Liability Aggregate Limit will be reduced by the application of such deductible amount.
- b. The terms of this insurance, including those with respect to:
  1. Our right and duty to defend any "suits" seeking those damages; and

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2. Your duties in the event of a "pollution incident", claim, or "suit";

apply irrespective of the application of the deductible amount.

- c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" or such portion of any claim or "suit" seeking damages under Coverage D. and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

E. The following is added to SECTION V - DEFINITIONS:

22. "Clean-up costs" means expenses incurred to remediate the injurious presence of "pollutants" in or upon land, the atmosphere, or any water course or body of water.
23. "Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any water course or body of water.

24. "Pollution incident" means the actual or alleged emission, discharge, release, or escape of "pollutants" from "your work site" provided that such emission, discharge, release, or escape results in "environmental damage". All "bodily injury", "property damage" and "environmental damage" arising out of one emission, discharge, release, or escape shall be deemed to be one "pollution incident".

25. "Waste facility" means any site to which waste from the operations of "your work site" is legally consigned for delivery or delivered for storage, disposal, processing or treatment, provided that such site is not and never was owned by, rented or loaned to you.

26. "Your work site" means any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are working. "Your work site" does not include any premises, site or location which currently is or was, at the time you or any contractors or subcontractors working directly or indirectly on your behalf were working on such premises, site or location, owned or occupied by or rented or loaned to you.

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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

## EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following exclusion is added to Paragraph 2., Exclusions of SECTION I, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and Paragraph 2., Exclusions of SECTION I, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.

This insurance does not apply to “bodily injury”, “property damage”, “personal injury” or “advertising injury” that arises out of, is caused by, or is attributable to, whether in whole or in part, the following:

- a. The design, manufacture, sale, service, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement of an “exterior insulation and finish system” or “direct-applied exterior finish system” or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashing, coatings, caulking or sealant in connection with such a system and including any method or procedure used to correct problems with installed or partially installed systems, that was performed by or on behalf of any insured; or
- b. Any work or operations conducted by or on behalf of any insured on or to an “exterior insulation and finish system” or “direct-applied exterior finish system” any component thereof, or any component of a building or structure to which an “exterior insulation and finish system” or “direct-applied exterior finish system” attaches that results, directly or indirectly, in the intrusion of water or moisture into or on any part of the building or structure on which you perform such work or operations.

This exclusion shall also apply to any “bodily injury” or “property damage” for which any insured assumes liability in any part of any contract or agreement, regardless of whether such contract or agreement is an “insured contract”.

2. SECTION V – DEFINITIONS is amended to include the following:

- a. “Exterior insulation and finish system” (commonly referred to as synthetic stucco or EIFS) means an exterior cladding or finish system and all component parts therein, used on any part of any structure, and consisting of:
  - (1) A rigid or semi-rigid insulation board made of expanded polystyrene or other materials; and
  - (2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; and
  - (3) A reinforced or unreinforced base coat; and
  - (4) A finish coat providing surface texture and color; and
  - (5) Any flashing, caulking or sealant used with the system.
- b. “Direct-applied exterior finish system” (commonly referred to as DEFS) means an exterior cladding or finish system and all component parts therein used on any part of any structure and consisting of:
  - (1) A rigid or semi-rigid substrate; and
  - (2) The adhesive and/or mechanical fasteners used to attach the substrate to the structure; and
  - (3) A reinforced or unreinforced base coat; and
  - (4) A finish coat providing surface texture and color; and
  - (5) Any flashing, caulking or sealant used with the system.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 71 25 02 12**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE	
Property Damage Liability		\$	\$

(Information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** Limitations on the application of this endorsement to certain classifications, if any, will be reflected on the declarations.

- A.** Our obligation under the Property Damage Liability Coverage to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverage.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies to all damages sustained by any one person because of "property damage" as the result of any one "occurrence".  
With respect to "property damage", person includes an organization.
  - 2. PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies to all damages because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
- C.** The terms of this insurance, including those with respect to:
- 1.** Our right and duty to defend the insured against any "suits" seeking those damages; and
  - 2.** Your duties in the event of an "occurrence", claim, or "suit"
- apply irrespective of the application of the deductible amount.
- D.** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROADENED PROPERTY DAMAGE COVERAGE - SWIMMING POOLS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**Schedule\***

Each "Pop-Up Damage" Incident Limit	\$
"Pop-Up Damage" Aggregate Limit	\$
Property Damage Deductible for "Pop-Up Damage"	\$

\* If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

- A. 1. At SECTION I - COVERAGES in COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY at 2. Exclusions, the following language is added to j. Damage To Property:**

Paragraphs (5) and (6) do not apply to "physical damage" to swimming pools that are "your work" when these swimming pools sustain "pop-up damage".

- 2. At SECTION I - COVERAGES in COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY at 2. Exclusions, the following language is added to i. Damage To Your Work:**

This exclusion does not apply to swimming pools that sustain "pop-up damage".

**B. SECTION III - LIMITS OF INSURANCE**

For the purposes of the insurance coverage provided by this endorsement only, **Items 2., 3. and 5. are deleted and replaced by the following:**

- 2.** The General Aggregate Limit is the most we will pay for the sum of:
- a.** Medical expenses under Coverage **C**;
  - b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c.** Damages under Coverage **B**; and

**d.** Damages under Broadened Property Damage Coverage - Swimming Pools.

- 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Broadened Property Damage Coverage - Swimming Pools.

- 5.** Subject to **2.** or **3.** above, whichever applies, the "pop-up damage" limit is the most we will pay for all "property damage" at any one swimming pool. Our obligation to pay damages for "pop-up damage" applies only to the extent that the damages are in excess of any deductible amount stated in the schedule above or set forth on the declarations. Our obligation to pay damages for "pop-up damage" shall not extend to:

- a.** Your profit or expected profit in performing restoration, repair or replacement work on the swimming pool and adjacent property; or
- b.** Fines or penalties assessed against you or the property owner.

**C. SECTION V - DEFINITIONS**

**The following is added to SECTION V - DEFINITIONS:**

- 23.** For the purpose of coverage provided by this endorsement, "pop-up damage" means damage sustained to a below ground pool, including swimming pools, hot tubs and spas, as a result of a rising water table.



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**TEXAS - EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT****COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non - owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage \$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage \$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense \$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
- \* Contractors Blanket Additional Insured - Limited Products - Completed Operations Coverage
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* "Insured Contract" redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 14 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS - EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SECTION I - COVERAGES

#### A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### 1. Extended Property Damage

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

##### 2. Expanded Fire Legal Liability

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

##### 3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

##### 4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

##### 5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**: This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

#### B. The following coverages are added:

##### 1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

**Exclusion j. Damage to Property** is deleted and replaced by the following:

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## j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

**2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

**3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

- b. **"Property Damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**4. COVERAGE G - PRODUCT RECALL EXPENSE**

- a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

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**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily Injury" or "Property Damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**.

**6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

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**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II - WHO IS AN INSURED****A. The following change is made:****Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following :

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. The following provisions are added:****4. BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction or Service Agreement With You**

- a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### **6. Additional Insured – Limited Products Completed Operations Coverage**

- a. Any person(s) or organization(s), but only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard" is an insured.

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Coverage will cease five years from the completion of "your work" if:
  - (a) a timeframe is not stipulated in the written contract or written agreement; or
  - (b) a timeframe longer than 5 years is stipulated in the written contract or written agreement.

However if a lesser timeframe is stipulated in the written contract or written agreement then that time frame will prevail.

- b. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

#### **7. Additional Insured - Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

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b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - i. The exceptions contained in Sub-paragraphs d. or f.; or
  - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**9. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

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This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) afforded coverage by this additional coverage.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

#### **10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

#### **11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.



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b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

**13. Additional Insured - Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS A NAMED INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

## **SECTION III - LIMITS OF INSURANCE**

**A. The following Items are deleted and replaced by the following:**

**2.** The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**; and
- d. Damages under Coverage **H**.



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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage **G**.
6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

**B.** The following are added:

8. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability**.

**9. Coverage G - Product Recall Expense**

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

**10. Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**11. Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items **5** through **13** of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage **A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

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14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

- A. The following conditions are amended:

**1. Knowledge of Occurrence**

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

**(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense .

- (b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).**(a) is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

**B. The following are added:****1. Condition (5) of 2.c.**

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

**10. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**11. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**12. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**13. The following conditions are added in regard to Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.
- g. Claims Handling

(1) Within 15 days after we receive written notice of claim, we will:

- (a) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
- (b) Begin any investigation of the claim; and
- (c) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

(2) We will notify you in writing as to whether:

- (a) The claim or part of the claim will be paid;
- (b) The claim or part of the claim has been denied, and inform you of the reasons for denial;
- (c) More information is necessary; or
- (d) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

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(3) We will provide notification, as described in (2)(a) through (2)(d) above, within:

- (a) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- (b) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

h. We will pay for covered loss or damage within 5 business days after:

- (1) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this policy, we will make payment within 5 business days after the date you have complied with such terms.

i. **Catastrophe Claims**

If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in a. and b. above are extended for an additional 15 days. Catastrophe or Major Natural Disaster means a weather related event which is:

- (1) Declared a disaster under the Texas Disaster Act of 1975; or
- (2) Determined to be a catastrophe by the State Board of Insurance.

j. The term "business day", as used in this endorsement, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

k. We will issue loss payment to the first Named Insured shown in the Declarations and any mortgagee or loss payee as designated.

**14. Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by ISO form CG 0035 with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of form CG 0035 alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of form CG 0035 you, the named insured, will be deemed to be the designated contractor.

## **SECTION V – DEFINITIONS**

A. At item 12. **Mobile Equipment** the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. **"bodily injury"** is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item 9. **"Insured Contract"** c. is deleted and replaced with the following:

c. Any easement or license agreement;

D. Item 9. **"Insured Contract"** f.(1) is deleted

E. The following definitions are added for this endorsement only:

23. **"Electronic data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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- 24. "Product recall"** means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
  - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
    - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
    - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
- 25. "Product recall expense"** means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
  - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
  - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
  - d. Transportation and accommodation expense incurred by your employees.
  - e. Rental expense incurred for temporary locations used to store recalled products.
  - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
  - g. Transportation expenses incurred to replace recalled products.
  - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.
- These expenses must be incurred as a result of a "product recall".

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## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS CHANGES – DUTIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition:

We will notify the first Named Insured in writing of:

1. An initial offer to settle a claim made or "suit" brought against any insured ("insured") under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured ("insured") under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS CHANGES – CANCELLATION AND  
NONRENEWAL PROVISIONS FOR CASUALTY LINES  
AND COMMERCIAL PACKAGE POLICIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY  
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

**2.** We may cancel this policy:

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

- b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:
    - (1) If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
    - (2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
      - (a) Fraud in obtaining coverage;
      - (b) Failure to pay premiums when due;
      - (c) An increase in hazard within the control of the insured which would produce an increase in rate;
      - (d) Loss of our reinsurance covering all or part of the risk covered by the policy; or
      - (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
  - c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:
    - (1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.
    - (2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:
      - (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
      - (b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
      - (c) If the Named Insured submits a fraudulent claim; or
      - (d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.
- B. The following condition is added and supersedes any provision to the contrary:**
- Nonrenewal**
1. We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
  2. This paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.
 

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
  3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
    - a. The first Named Insured; and
    - b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.
  4. If notice is mailed, proof of mailing will be sufficient proof of notice.
  5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – LEAD – HAZARDOUS PROPERTIES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
 RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM  
 GARAGE COVERAGE FORM  
 TRUCKERS COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM

- A.** This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of, resulting from, caused by or contributed to by the hazardous properties of lead, including, but not limited to, the absorption, ingestion or inhalation of lead or lead contamination.

This exclusion includes, but is not limited to, any loss, cost or expense arising out of any:

1. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of lead or any item containing lead; or
2. Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way respond to, or assessing the effects of lead or any item containing lead.

- B.** The following Definitions are added:

“Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an “advertisement”.  
 “Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:
  1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  6. The use of another's advertising idea in your “advertisement”; or
  7. Infringing upon another's copyright, trade dress or slogan in your “advertisement”.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – UNDERGROUND STORAGE TANKS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
 RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM  
 GARAGE COVERAGE FORM  
 TRUCKERS COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM

**A. The following exclusion is added:**

This insurance does not apply to:

**Underground Storage Tanks**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any solid, gaseous or liquid substance, including petroleum products, from any "underground storage tank".

**B. The following Definitions are added:**

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement"; or
7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

"Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at one time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition buried means that at least 10% of it is below the surface of the ground or water.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ABSOLUTE ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
 RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM  
 GARAGE COVERAGE FORM  
 TRUCKERS COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM  
 COMMERCIAL EXCESS LIABILITY COVERAGE FORM

**A. This insurance does not apply to:**

1. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, caused or contributed to by asbestos or exposure to asbestos;
2. The costs of abatement, mitigation, removal, or disposal of asbestos;
3. Any supervision instructions, recommendations, warnings or advice given or which should have been given in connection with (1) or (2) above.
4. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

It is further agreed that we shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or "suit" excluded herein.

**B. The following Definitions are added:**

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".  
 "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  6. The use of another's advertising idea in your "advertisement"; or
  7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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POLICY NUMBER:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## INTERNET SECURITY AND PRIVACY INSURANCE ENDORSEMENT

### SCHEDULE

<b>Additional Premium</b>	<b>\$</b>		
<b>Limit of Liability</b>	<b>\$</b>		
<b>Deductible</b>	<b>\$</b>		
<b>Endorsement Period</b>	<b>From (Inception Date):</b> _____ <b>To (Expiration Date):</b> _____ (both days at 12.01 am. Local Standard time at the address shown of the named insured)		
<b>Level of Protection</b>	<b>Choice</b>	<input type="checkbox"/>	<b>Standard</b>
			<input type="checkbox"/>
<b>Claim Expense</b>	<b>Outside Limit of Liability</b>	<input type="checkbox"/>	<b>Inside Limit of Liability</b>
			<input type="checkbox"/>
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.			

The changes described herein apply only with respect to this Internet Security and Privacy Insurance Endorsement. All provisions of the policy apply unless modified by this endorsement. With respect to the insurance afforded by this endorsement, the Limit of Liability shown in the Schedule above is not subject to or part of, and is in addition to, the Limits of Liability stated in the policy Declarations.

UNLESS THE SCHEDULE ABOVE SHOWS THAT CLAIM EXPENSE IS "OUTSIDE THE LIMIT OF LIABILITY," (BY A CHECKMARK IN THE BOX FOR "OUTSIDE LIMIT OF LIABILITY") THE COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ON A DEFENSE WITHIN LIMITS BASIS, AND ANY "CLAIM EXPENSE" PAID UNDER THIS COVERAGE WILL REDUCE THE AVAILABLE LIMIT OF LIABILITY AND MAY EXHAUST IT COMPLETELY.

The following terms are added to the policy:

#### **A. Privacy Breach Liability Coverage**

We will pay for all "loss" in excess of the Deductible in the Schedule to an "impacted individual" resulting from a "privacy breach" to which this insurance applies provided that the "privacy breach" first occurs during the "endorsement period" and is first notified to us by you in accordance with section H.1.a. of this endorsement.

#### **B. Security Breach Liability Coverage**

We will pay for all "loss" in excess of the Deductible in the Schedule resulting from a "security breach" to which this insurance applies provided that the "security breach" first occurs during the "endorsement period" and is first notified to us by you in accordance with section H.1.a. of this endorsement.

#### **C. Breach Notice Response Services Coverage**

We will provide you with "breach notice response services" in excess of the Deductible in the Schedule for a "privacy breach" to which this insurance applies provided that the "privacy breach" first occurs during the "endorsement period" and requires you to comply with any "breach notice laws" and is first notified to us by you in accordance with section H.1.a. of this endorsement.

#### **D. Interrelated Events**

Regardless of the number of insureds, "suits", instances of unauthorized access to or unauthorized use of "your computer system," "denial of service attacks," thefts or loss of data storage devices, hardware, attacks, vulnerabilities, damages, acts, errors or omissions, all "interrelated events" shall be considered a single "privacy breach" or a single "security breach", such "privacy breach" or "security breach" shall be deemed to have first occurred on the date of the earliest "privacy



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breach" or "security breach", and only the Limit of Liability for our endorsement in effect, if any, on the date the first "privacy breach" or "security breach" occurred will apply to all "loss" arising out of all "interrelated events" of one or more insureds.

#### **E. Defense of Suits**

We will have the right and duty to defend the insured against any "suit" seeking "loss" to which this insurance applies even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking "loss" to which this insurance does not apply.

We may, at our discretion, investigate and settle any "suit" that may result. But:

1. The amounts we will pay under this endorsement are limited as described in Section **G.** below.
2. Our right and duty to defend end when we have used up the applicable Limit of Liability. If the Schedule above show that "claim expense" is outside the Limit of Liability, our right and duty to defend and our obligation to pay "claim expense" terminate once the Limit of Liability shown in the Declarations above is exhausted by payment of "loss," other than "claim expense", or "breach notice response services."
3. Once the Limit of Liability shown in the Schedule above is exhausted, we will have no further obligation to pay "loss", "claim expense", "breach notice response services", or to undertake or continue the defense of any "suit". We will have the right to withdraw from the further defense of any "suit" under this coverage by tendering control of the defense to you. You will also be responsible for providing notification and "credit monitoring services" to "impacted individuals" and may continue to utilize any vendors recommended by us to provide such services.

\*If the Schedule above shows that "claim expense" is Inside the Limit of Liability.

#### **F. Exclusions**

The following exclusions apply in addition to those in the policy:

This insurance does not apply to any "loss" "privacy breach", "security breach", or "suit":

1. Alleging or arising out of any willful, deliberate, malicious, fraudulent, dishonest or criminal act, error or omission by an insured, or any intentional or knowing violation of law, or intentional "security

breach" or "privacy breach" by an insured. This exclusion does not apply to "claim expense" incurred in defending an insured against any such "suit", but we will have no obligation to pay any "loss" for such conduct. However, if a court of competent jurisdiction or arbitrator determines that the insured's conduct was willful, deliberate, malicious, fraudulent, dishonest or criminal, we will have the right to recover all "claim expense" we incurred to defend those insureds found to have committed such conduct.

The insured shall reimburse us for all "claim expense" incurred defending the "suit" and we shall have no further liability for "claim expense". Such conduct shall not be imputed to the named insured shown in the policy if it occurs without the participation, knowledge, consent or acquiescence of any "management personnel".

2. Made against a natural person insured alleging or arising out of any willful, deliberate, malicious, fraudulent, dishonest or criminal act, error or omission by such natural person insured, or any intentional or knowing violation of the law, or intentional "security breach", or "privacy breach" by such natural person insured.
3. Brought by an entity which:
  - a. You own or partly own, operate, manage or in which you have an ownership interest in excess of 15%, or in which you are an officer or director, except this provision will not apply to a "suit" that employee data is the subject of a "privacy breach" or violation of a "privacy regulation"; or
  - b. Wholly or partly owns, operates, controls or manages you.
4. Alleging or arising out of any:
  - a. Physical injury, sickness, disease or death of any person, and if arising out of the foregoing, mental anguish or injury, pain and suffering, shock or emotional distress; or
  - b. Injury, impairment, destruction, corruption or distortion of any tangible property, including the loss of use of tangible property even when the tangible property has not itself been physically impaired, injured or destroyed.
5. Alleging or arising out of your insolvency, financial impairment or bankruptcy.



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6. Alleging or arising out of any "suit", act, error, omission, circumstance, "privacy breach", "security breach", "interrelated events" or potential "suit" reported to a prior insurer.
7. Alleging or arising out of any act, error, omission, circumstance, vulnerability, "privacy breach", "security breach" or "interrelated events", if prior to the inception date of this endorsement, you knew, or reasonably could have foreseen, that such act, error, omission, circumstance, vulnerability, "privacy breach", "security breach" or "interrelated events" might form the basis of a "suit" or potential "suit".
8. Alleging or arising out of any contractual liability or obligation, including without limitation, any liability assumed under contract, or alleging or arising out of or resulting from breach of contract or agreement, either oral or written, including without limitation, any breach of express warranty or guarantee.
9. Alleging or arising out of any violation, misappropriation or infringement of any copyright, trademark, patent or other intellectual property right, or any copying, infringement, misappropriation, display, disclosure, publication or misappropriation of any trade secret.
10. Due to any actual or alleged electrical or mechanical breakdown, failure or interruption, disturbance, surge, spike, brownout or blackout; or outages to gas, water, telephone, cable satellite, telecommunications or other infrastructure comprising or supporting the Internet including service provided by the Internet service provider that hosts your website.
11. Alleging or arising out of any fire, smoke, explosion, lightning, wind, flood, surface water, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused.
12. Alleging or arising out of any existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property.
13. Alleging or arising out of any:
  - a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection,

civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

**b. Act of terrorism.**

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We also exclude loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **a.** and/or **b.** above.

14. Brought by or on behalf of the Federal Trade Commission, Department of Health and Human Services, Office of Civil Rights, the Federal Communications Commission, or any other state, federal, local or foreign governmental entity.
15. Alleging or arising out of any of the following:
  - a. Trading losses, trading liabilities or change in value of accounts; any loss, transfer or theft of monies, securities or tangible property of others in your care, custody or control; or
  - b. The monetary value of any transactions or electronic fund transfers by you or on your behalf which is lost, diminished, or damaged during transfer from, into or between accounts.
16. Made by one insured against another insured. However, this exclusion does not apply to a "suit" brought against you by your employee resulting from a "privacy breach" that is otherwise covered under Section **A. - Privacy Breach Liability Coverage** above.
17. Alleging or arising out of any wrongful employment practice, including, but not limited to harassment, hostile work environment, wrongful dismissal, discharge or termination, retaliation, wrongful disciplinary action, deprivation of career opportunity, failure to employ or promote, inadequate work place policies or procedures, or negligent evaluation of employees. However, this exclusion does

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not apply to any "suit" resulting from a "privacy breach" that is otherwise covered.

18. Alleging or arising out of or any act, error or omission or breach of duty by any "management personnel" in the discharge of their duties if the "suit" is brought by you or any of your principals, directors or officers, stockholders, members or employees in their capacity as such.
19. Alleging or arising out of the:
  - a. Unauthorized collection or acquisition of "personally identifiable information" by you, on your behalf, or with your consent or cooperation; or
  - b. Failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of "personally identifiable information".
20. Alleging or arising out of the:
  - a. Distribution of unsolicited email, direct mail or facsimiles, wire tapping, audio or video recording, or telemarketing by you or a third party on your behalf; or
  - b. Violation of any federal, state or local statute, ordinance or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
21. Alleging or arising out of your activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than the named insured shown in the policy.
22. Alleging or arising out of any false, deceptive or unfair trade practice or violation of any consumer protection laws.
23. Alleging or arising out of any of the following:
  - a. Any violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law;

- b. Any violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state or provincial blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, province or other jurisdiction, or any amendment to the above laws, or any violation of any order, ruling or regulation issued pursuant to the above laws;
- c. Any violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, or any similar law or legislation of any state, province or other jurisdiction, or any amendment to the above law or legislation, or any violation of any order, ruling or regulation issued pursuant to the above laws or legislation;
- d. Any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 as amended;
- e. Any violation of any local, state or federal laws concerning antitrust or restraint of trade, or any false, deceptive or misleading advertising, or any violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act, as amended; or
- f. The knowing offshore movement, storage, processing or outsourcing of data to a legal jurisdiction outside of the United States and its Territories by you or a third party on your behalf.

24. Alleging or arising out any wireless access transmission (including without limitation WIFI or WIMAX) that is unencrypted or encrypted utilizing weak encryption.

25. Alleging or arising out of any use of or visit to social media, including without limitation any "malicious code" infection resulting from an individual's use of social media.

#### G. Limit of Liability

1. The Limit of Liability shown in the Schedule and the provisions below determine the

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most we will pay regardless of the number of:

- a. Insureds;
- b. "Suits" brought;
- c. Persons or organizations making claims; or
- d. "Privacy breaches" or "security breaches".

2. The Limit of Liability shown in the Schedule is the most we will pay for the sum of all "loss"\*, and "breach notice response services"\*\*\* covered by this endorsement.

\*If the Schedule above does not show that "claim expense" is Outside Limit of Liability.

\*\*If the Schedule above shows that the Standard Level of Protection applies, "breach notice response services" are limited to \$15,000.

3. The Limit of Liability applies in excess of the Deductible shown in the Schedule. The Deductible applies to payments for "loss", "claim expense"\* and "breach notice response services" covered by this endorsement. We will only be liable for "loss", "claim expense"\* and "breach notice response services" in excess of the Deductible. With respect to Privacy Breach Liability Coverage and Security Breach Liability Coverage, the Deductible applies to each "suit." With respect to Breach Notice Response Services Coverage the Deductible applies to each "privacy breach." We may pay any part or all of the Deductible to settle or defend a "suit". You agree to promptly reimburse us for any payments applicable to your Deductible.

\*If the Schedule above shows that "claim expense" is Inside the Limit of Liability.

#### H. Conditions

##### 1. Duties In The Event Of Privacy Breach, Security Breach, or Suit

- a. As a condition precedent to coverage and our liability under this endorsement you must provide written notice to us as soon as practicable of any "privacy breach", "security breach", or "suit". To the extent possible, notice should include:
  - (1) The circumstances surrounding the "privacy breach" or "security breach" including how, when, and where it took place;
  - (2) The names and addresses of persons involved and any witnesses;

- (3) The nature of the harm resulting from the "privacy breach" or "security breach";

- (4) The date the "suit" was received; and

- (5) An indication of the number of individuals that may be impacted, the type of information involved, and the actions taken to mitigate or contain the "loss", "privacy breach" or "security breach".

- b. You and any other involved insured must:

- (1) Authorize us to obtain records and other information;

- (2) Cooperate with us in the investigation, settlement or defense of the "suit", "privacy breach" or "security breach";

- (3) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to an insured because of "loss" to which this insurance may also apply; and

- (4) Provide us with a copy of or link to your relevant "privacy policy" and information security policy if applicable.

- c. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- d. It is a condition precedent to coverage under this policy that you obtain our written consent before you admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award, agreement or other means of disposing of any claim or "suit" or any portion of any claim or "suit".

2. The following Conditions are added:

##### a. Computer System Protection

- (1) It is a condition precedent to coverage under this endorsement that at all times during the "endorsement period" you or your independent contractor shall:

- (a) Maintain anti-virus software on any computer that is part of "your computer system" and update the protection at regular

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intervals but no less than at least once every 30 days;

- (b) Maintain firewalls on any computer that is part of "your computer system" and connected to the Internet; and
  - (c) Take reasonable security precautions when processing, storing, or transmitting credit card payment data or "personally identifiable information".
- (2) It is a condition precedent to coverage under this endorsement arising out of any "privacy breach" or "security breach" involving a laptop computer, external hard-drive, thumb-drive, PDA, flash storage device or data storage device that such laptop computer, external hard-drive, thumb-drive, PDA, flash storage device or data storage device is subject to regular strong encryption processes and protected by reasonable access controls to prevent unauthorized access to such hardware.

#### b. Reimbursement

In the event of a determination that there is no coverage under this policy, you agree to reimburse us for any and all "loss" and "breach notice response services" that we paid for any "privacy breach" or "suit" or portion of any "privacy breach" or "suit" that was determined not to be covered.

### I. Additional Services

The following **Additional Services** will reduce the available Limit of Liability and may exhaust it completely. Once the Limit of Liability shown in the Schedule is exhausted, we will have no further obligation to pay **Additional Services**:

#### 1. Privacy Breach Management Services

In the event of a possible or actual "privacy breach" that may require you to comply with any "breach notice laws", we will provide you with "privacy breach management services" performed by the breach services consultants of our choice. The possible or actual "privacy breach" must be reported to us as soon as practicable after you first reasonably suspect or actual discovery of facts revealing a potential or actual "privacy breach" has occurred

"Privacy breach management services" are available as needed for any one "privacy

breach" for up to 12 consecutive months from the inception of the service. "Privacy breach management services" are available to you regardless of whether or not you have actually suffered a "privacy breach" and whether or not an actual "suit" under this endorsement results.

#### 2. Identity Restoration Case Management Services

In the event of a "privacy breach" that requires you to comply with any "breach notice laws", we will provide "identity restoration case management services" performed by a "fraud specialist."

"Identity restoration case management services" are available so long as any "identity fraud" related activity is first discovered by the "impacted individual" following a "privacy breach" under this endorsement.

"Identity restoration case management services" are available as needed for any "identity fraud" for up to 12 consecutive months from the inception of the service.

"Identity restoration case management services" are provided without regard to whether the person or persons committing the "identity fraud" are identified so long as the "impacted individual" is willing to complete a fraud victim affidavit and file a police report or incident report concerning the "identity fraud".

#### 3. Service Definitions

- a. "Account takeover" means the takeover by a third party of one or more existing deposit accounts, credit card accounts, debit card accounts, ATM cards, or lines of credit in the name of an "impacted individual".
- b. "Fraud specialist" means an expert who will assist in resolving the fraudulent use, or suspected fraudulent use, of personal information and to restore it to pre-incident status to the extent possible and feasible under the law. This assistance may include contacting credit reporting agencies, credit grantors, collection agencies and government agencies or other activities needed to restore the identity information of the "impacted individual".
- c. "Identity fraud" means and includes any fraudulent activity associated with an "account takeover" or "identity theft" suffered by an "impacted individual".

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- d. "Identity restoration case management services" means assistance to an "impacted individual" by a "fraud specialist" who will work on a one-on-one basis and provide help and guidance specific to the "impacted individual's" classification as an "account takeover" or "identity theft" victim.
- e. "Identity theft" means a fraud committed or attempted by a third party using the identifying information of another person without authority and resulting in the creation of one or more new accounts, or a new identity in public records (such as a driver's license) or elsewhere.
- f. "Privacy breach management services" means those services provided to you including:
  - (1) **Proactive Breach Preparation Services** - Tools, educational material information or requests for information that can be used to instruct staff and prevent and prepare for a "privacy breach".
  - (2) **Reactive Breach Response Services** - We will assist you with the handling and management of a "privacy breach". Such assistance may include guidance about best practices, documentation, or the overall process of responding to the "privacy breach". We may also assign breach services consultants to work directly with your breach management team, management or legal counsel.
  - (3) **Computer and Network Forensic Evaluation Consulting Services** - We will provide general consulting on technical aspects of the "privacy breach" including assistance with determining if and what type of specific computer and network forensics you should undertake. Computer and Network Forensic Evaluation Consulting Services does not include the actual performance of digital forensic services on "your computer systems" or networks and does not include suggestions or consulting regarding corrective actions to be taken by you to address inadequacies in "your computer system's" or network's security.

## J. Definitions

The following definitions apply to this endorsement:

1. "Breach notice legal and forensic expenses" means:
  - a. Fees\* incurred for the services of a third party computer forensics professional to conduct an investigation to identify whether data containing "personally identifiable information" was accessed by an unauthorized person as a result of a covered "privacy breach"; and  
 \*Not applicable and these fees are not included in this definition if the Schedule above shows that the Standard Level of Protection applies.
  - b. Attorney fees for an outside attorney to determine whether any "breach notice laws" apply and the obligations of such applicable laws, and assist you to comply with such laws, including but not limited to drafting notice letters to "impacted individuals".
2. "Breach notice law" means any governmental statute or regulation that requires an organization to provide notice to those individuals whose "personally identifiable information" was actually, or was reasonably believed to have been, accessed by an unauthorized third party.
3. "Breach notice response services" means any of the following expenses incurred by us, or by you with our prior written consent, with respect to "impacted individuals":
  - a. "Breach notice legal and forensic expenses";
  - b. "Notice fulfillment services" for "privacy breaches" requiring you to comply with any "breach notice laws"; and
  - c. "Credit monitoring services" for "privacy breaches" requiring you to comply with any "breach notice laws".
4. "Claim expense" means only those reasonable legal fees, costs or expenses incurred by us or you with our prior written consent, to defend or investigate a "suit". "Claim expense" does not include any salaries, overhead, lost productivity, or other internal costs, expenses or charges you incur; costs or expenses for mitigation of a "privacy breach" or "security breach"; the costs or expenses for or arising out of any security or privacy measures, controls, policies, procedures, assessments or audits; or the costs or expenses of any



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investigation of or compliance with any "breach notice law".

5. "Credit monitoring services" means twelve (12) months\* of "credit monitoring services" provided to each "impacted individual", but only if such individual actually enrolls for and redeems such services. This endorsement does not cover any expenses related to or arising out of "credit monitoring services" where an "impacted individual" has not enrolled for and redeemed such services. "Credit monitoring services" notify an affected individual by e-mail when there is any change or suspicious activity on a credit record on file with a credit reporting agency.

\*Six (6) months if the Schedule above shows that the Standard Level of Protection applies.

6. "Denial of service attack" means an intentional and malicious attack by a third party intended by such to block or prevent access to "your computer system" or a third party's computer system if launched from "your computer system."
7. "Endorsement period" means the period of insurance beginning on the Inception Date identified in the Schedule, and ending on the earlier of the Expiration Date in the Schedule or the date the policy is cancelled or otherwise expires; provided that if no dates are included in the "Endorsement Period" section of the Schedule, "Endorsement Period" shall mean the period of insurance beginning on the inception date of the policy's policy period or period of insurance (however described), and ending on the earlier of the expiration date of the policy's policy period or period of insurance (however described) or the date the policy is cancelled or otherwise expires.
8. "Impacted individual" means a natural person whose "personally identifiable information" was compromised as a result of a "privacy breach".
9. "Interrelated events" means "privacy breaches" or "security breaches" which arise out of or have as a common basis any:
- a. Related causes, circumstances, situations, events, transactions or facts;
  - b. Series of related causes, circumstances, situations, events, transactions or facts; or
  - c. Common pattern of conduct.
10. "Loss" means:

- a. Any amount which an insured becomes legally obligated to pay as compensatory damages resulting from a "suit" for a "privacy breach" or "security breach" (as applicable) to which this insurance applies and shall include judgments and settlements; and

- b. "Claim expense."

"Loss" shall not include:

- i. Fines or penalties imposed by law;
  - ii. Taxes;
  - iii. Punitive or exemplary damages or any damages that are multiples of compensatory or any other damages assessed against an insured;
  - iv. Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary amounts; or
  - v. Amounts or matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.
11. "Malicious code" means any virus, Trojan, worm or other similar malicious software program, code or script (including without limitation any of the foregoing that are specifically targeted or generally targeted at multiple computers or networks) intentionally designed to infect and harm a computer system, harm data on a computer system, or steal data from a computer system.
12. "Management personnel" means your officers, directors, risk managers, partners, managing members of an LLC, or staff attorneys (including without limitation any CIO, CSO, CEO, COO, GC, CISO, or CFO), or any individual in a substantially similar position, or having substantially similar responsibilities, as the foregoing, irrespective of the exact title.
13. "Notice fulfillment services" means fulfillment services to provide notice to "impacted individuals" as required under applicable "breach notice laws", including printing services, email notice, media notice, mailing services and postage.
14. "Personally identifiable information" means any of the following information in your care, custody and control, in electronic or paper form or media:
- a. A person's first and last name, or first initial and last name in combination with: social security number, passport

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- number or any other national identification number; drivers license number or any other state identification number; medical or healthcare data including protected health information; or any account number, credit or debit card number in combination with any required password or security code that would permit access to the financial account;
- b. Non-public personal information as defined in any "privacy regulation"; or
  - c. An Internet Protocol (IP) address where utilizing reasonable knowledge means you can identify a specific individual with such IP address.
15. "Privacy breach" means any of the following:
- a. Theft or loss of "personally identifiable information" in your possession or control; or
  - b. Your negligent failure to destroy or delete "personally identifiable information," or allow a person to access or correct his or her "personally identifiable information," in violation of your existing "privacy policy."
16. "Privacy policy" means your written and publicly disclosed policies identifying your practices for the collection, use, disclosure, sharing, allowing of access to, and correction of "personally identifiable information".
17. "Privacy regulation" means any statute or regulation addressing the control, use or protection of "personally identifiable information".
18. "Security breach" means:
- a. The inability and failure of your existing technical or physical security measures of "your computer system" to prevent unauthorized access to or unauthorized use of "your computer system" or a "denial of security attack";
  - b. Physical theft or loss of a data storage device that results in unauthorized access to "personally identifiable information", including a laptop computer\*; or
  - c. Transmission of "malicious code" from "your computer system" to a third party's computer system\*;
- \*Not applicable, and parts b. and c. are not included in this definition, if the Schedule above shows that the Standard Level of Protection applies.
19. "Suit" means a civil proceeding in which damages because of a "privacy breach" (for **Privacy Breach Liability Coverage**) or a "security breach" (for **Security Breach Liability Coverage**) to which this insurance applies are alleged; provided that "suit" shall not mean any action by any state, federal, local or foreign governmental entity.
20. "We", "us" or "our" means the insurer identified in the policy.
21. "You", "your", "yours", or "insured" means:
- a. The named insured specified in the policy acting within the scope of duties in connection with its business;
  - b. Any subsidiary of the named insured specified in the policy if at the inception of, and throughout, the "endorsement period", the named insured owns interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, the management committee members of a joint venture or partnership, or the members of the management board of a limited liability company (as applicable), and only with respect to conduct which takes place while it is a subsidiary of the named insured, that is within the scope of its duties in connection with its business, and otherwise covered by this endorsement; and
  - c. Any employee of the named insured specified in the policy, but only with respect to acts within the scope of his or her employment by you.
22. "Your computer system" means any computer hardware, software or firmware, laptop computer, external hard-drive, thumb-drive, non-phone PDAs or flash storage device and components thereof including data stored thereon, that is:
- a. Leased or owned and which is under your direct operational control; or
  - b. Under the direct operational control of an independent contractor that provides services on your behalf to your clients or customers; provided that such independent contractor has agreed pursuant to a written contract with you to fully indemnify you for any claims, loss and costs arising out of any unauthorized access or use of such computer hardware, software or firmware, components and data.\*

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Provided, however, "your computer system" does not mean or include any phone devices (including without limitation any smart phone).

\*Part b. not applicable and this definition does not include part b. if the Schedule above shows that the Standard Level of Protection applies.

**K. Special Limitation.**

If the Schedule above shows that the Standard Level of Protection applies, the most we will pay for a "payment card breach" is \$10,000. For purposes of this Special Limitation, "payment card breach" means any "privacy breach" or "security breach" actually or allegedly arising out of, related to, or in any way involving, any theft, loss, unauthorized access to, or unauthorized use, copying, alteration, destruction, deletion or damage of, payment card information, including without limitation, debit, credit, gift or prepaid card information, and any primary account number, service code, expiration data, magnetic stripe data, CAV2/CVC2/CVV2/CID numbers, PIN/PIN Block.



ST 14 03 09 01

## **POLICYHOLDER NOTICE**

### **EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS) EXCLUSION**

Your liability policy contract includes the EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEM (EIFS) endorsement. This endorsement excludes liability coverage for damages that arise out of any work that you do, work that is done on your behalf or any other activity related to an “exterior insulation and finish system” (commonly called EIFS) or related to a “direct-applied exterior finish system (commonly called DEFS). This includes any damage to a building or structure caused by the intrusion of water or moisture through an EIFS or DEFS system for which you may be responsible. Please refer to the EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS) endorsement for further details.

If you have any questions about this form or any other part of your policy, please contact your agent.

This disclosure notice does not provide coverage, nor does this notice replace any provisions of your policy. You should read your policy for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provision of the policy shall prevail.

ST 14 03 09 01

## COMMERCIAL GENERAL LIABILITY POLICY - QUICK REFERENCE

READ YOUR POLICY CAREFULLY

The Commercial General Liability Policy consists of:

Declarations  
Common Policy Conditions  
Commercial General Liability Coverage Part  
Endorsements (If Any)

### DECLARATIONS PAGE

Named Insured and Mailing Address  
Policy Period  
Calculation of Premium  
Description of Business and Location  
Coverages and Limits of Insurance

### COMMON POLICY CONDITIONS

Cancellation  
Changes  
Examination of Your Books and Records  
Inspections and Surveys  
Premiums  
Transfer of Your Rights and Duties  
Under This Policy

### SECTION I - COVERAGES

Coverage A - Bodily Injury and Property  
Damage Liability  
Insuring Agreement  
Exclusions  
Coverage B - Personal and Advertising  
Injury Liability  
Insuring Agreement  
Exclusions

Coverage C - Medical Payments

Insuring Agreement  
Exclusions

Supplementary Payments

### SECTION II - WHO IS AN INSURED

### SECTION III - LIMITS OF INSURANCE

### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Bankruptcy  
Duties In The Event of Occurrence, Claim or Suit  
Legal Action Against Us  
Other Insurance  
Premium Audit  
Representations  
Separation of Insureds  
Transfer of Rights of Recovery Against Others to  
Us  
When We Do Not Renew

### SECTION V - DEFINITIONS

### ENDORSEMENTS, IF ANY



## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the company's toll-free telephone number for information or to make a complaint at:

**1-800-580-2499**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

FAX: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail:

[ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

To obtain price and policy form comparisons and other information relating to residential property insurance and personal automobile insurance, you may visit the Texas Department of Insurance/Office of Public Insurance Counsel website:

**[www.helpinsure.com](http://www.helpinsure.com)**

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de la compania para obtener informacion o para presentar una queja al:

**1-800-580-2499**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

FAX: (512) 490-1007

Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail:

[ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Para obtener formas para la comparacion de precios y polizas y para obtener otra informacion sobre el seguro de propiedad residencial y de seguro de automovil personal, visite el sitio web del Departamento de Seguros de Texas/Oficina del Asesor Publico de Seguros:

**[www.helpinsure.com](http://www.helpinsure.com)**

### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamacion, usted debe comunicarse con el agente o la compania primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

### ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.

ST 13 33 09 15



UNITED FIRE GROUP

ST 13 47 08 06

Dear Policyholder:

Re: Work Performed by Subcontractors

If you utilize subcontractors on a regular or occasional basis, the premium you pay for your General Liability insurance will be affected by the amount of insurance carried by your subcontractors. Your premium can be reduced if your subcontractors have **Adequate Insurance**.

Adequate insurance means the Certificate of Insurance provided by your subcontractor is (1.) inforce during the policy period being audited; and (2) the policy limits are equal to or greater than the limits of your policy or \$500,000 per occurrence/ \$1,000,000 aggregate, whichever is less.

- Subcontractors who have adequate liability insurance will be classified and rated under the specific "Contractors-subcontracted work" classification.
- Subcontractors with no insurance will be classified and rated based on the classification for the type of work performed. The total subcontractors cost will be used.
- Subcontractors who have insurance but with less than adequate limits will be classified and rated based on the classification for the type of work performed however, credit will be given for the limit per occurrence the subcontractor actually has. This credit is calculated by dividing the subcontractors limit by your limit. The percentage credit obtained is then deducted from the total subcontract cost for that subcontractor.

If you fail to provide our premium auditor with copies of certificates of insurance reflecting your subcontractors are **adequately insured**, as defined above, then you will be unable to take advantage of the lower rated classification for the work performed by those subcontractors. As the difference in rate can be sizable, strict adherence to this requirement can significantly reduce your insurance costs.

Please contact your agent if further clarification is desired.

Very truly yours,

COMMERCIAL LINES UNDERWRITING

ST 13 47 08 06

ST 14 35 08 04

## **NOTICE TO POLICYHOLDERS TEXAS GENERAL LIABILITY EXCLUSION ASBESTOS**

YOUR POLICY CONTAINS AN ENDORSEMENT THAT EXCLUDES GENERAL LIABILITY COVERAGE FROM APPLYING DUE TO EXPOSURE TO ASBESTOS. THE ABSOLUTE ASBESTOS EXCLUSION FORM NUMBER IS ENDORSEMENT IL 70 70.

PLEASE READ YOUR POLICY AND ANY APPLICABLE EXCLUSIONS CAREFULLY. IF YOU HAVE ANY QUESTIONS REGARDING YOUR POLICY COVERAGES OR EXCLUSIONS, PLEASE CONTACT YOUR AGENT FOR AN EXPLANATION.

ST 14 35 08 04

Page 1 of 1

ST 14 36 08 04

## **NOTICE TO POLICYHOLDERS TEXAS GENERAL LIABILITY EXCLUSION LEAD**

YOUR POLICY CONTAINS AN ENDORSEMENT THAT EXCLUDES GENERAL LIABILITY COVERAGE FROM APPLYING DUE TO EXPOSURE TO LEAD. THE EXCLUSION - LEAD - HAZARDOUS PROPERTIES FORM NUMBER IS ENDORSEMENT IL 70 68.

PLEASE READ YOUR POLICY AND ANY APPLICABLE EXCLUSIONS CAREFULLY. IF YOU HAVE ANY QUESTIONS REGARDING YOUR POLICY COVERAGES OR EXCLUSIONS, PLEASE CONTACT YOUR AGENT FOR AN EXPLANATION.

ST 14 36 08 04

Page 1 of 1

ST 15 44 01 10

## TEXAS – NOTICE TO POLICYHOLDERS

Your renewal policy contains exclusionary endorsement IL 70 69 Exclusion – Underground Storage Tanks. This endorsement clarifies that coverage for this type of exposure is not provided under your policy.

Please review this exclusion.

ST 15 44 01 10

ST 16 44 01 12

**Want to view your policy, billing and claims information online?**

**Need to pay your bill or report a claim?**

**Visit our website at [www.ufgPolicy.com](http://www.ufgPolicy.com) today.**

As a United Fire Group policyholder, you have online access to your policy, billing and claims information at [www.ufgPolicy.com](http://www.ufgPolicy.com) - 24 hours a day, seven days a week. With improved tools, simpler navigation and enhanced content, finding the information you need on our website has never been easier.

At [www.ufgPolicy.com](http://www.ufgPolicy.com), you can accomplish a lot in a few clicks:

- View your insurance policy and other important forms
- Pay your bill
- Register for monthly EFT or RBP
- Turn off paper copies of your bill
- Request billing email alerts
- Report a claim and view previously submitted claims
- Read safety tips and information, including loss control materials

You also have the option of using Express Bill Pay to pay your bill online without logging on to our website - a great timesaving tool.

So, if you never had reason to go to [www.ufgPolicy.com](http://www.ufgPolicy.com) before, now would be a good time to check or rather "click" it out.

A brief registration process is required. If you need assistance, contact Web Help at 1-800-895-6253 between 8 a.m. and 4:30 p.m. CT Monday through Friday.

ST 16 44 01 12



ST 16 81 08 14

**TEXAS NOTICE – NOTIFICATION OF THE AVAILABILITY OF  
LOSS CONTROL INFORMATION/SERVICES**

United Fire Group is committed to providing loss control information/services, at no charge, to its Texas commercial automobile liability, general liability and professional liability policyholders in an effort to prevent and reduce potential claims and losses.

For more information, please contact:

Gulf Coast Region  
455 E. Medical Center Blvd  
Webster, TX 77598  
C/O UFG LC Manager Gulf Coast Region  
1-800-876-2499

ST 16 81 08 14

## IMPORTANT NOTICE – INTERNET SECURITY AND PRIVACY

YOUR COMMERCIAL GENERAL LIABILITY POLICY, YOUR GARAGE LIABILITY POLICY, YOUR AUTO DEALERS POLICY, OR YOUR BUSINESSOWNERS POLICY NOW CONTAINS AN INTERNET SECURITY AND PRIVACY INSURANCE ENDORSEMENT THAT ADDRESSES IMPORTANT COVERAGE NOT OTHERWISE COVERED IN A COMMERCIAL GENERAL LIABILITY POLICY, GARAGE LIABILITY POLICY, AUTO DEALERS POLICY, OR BUSINESSOWNERS POLICY. **(NOTE: Please consult the insurance endorsement for Exact Coverage and Conditions Language. This coverage overview is not intended to replace policy language and no coverage is conferred by this explanatory overview.)**

### Security Breach and Privacy Insurance Additional Coverage

This new coverage provides First Party Coverage for **Breach Notice** and **Identity Theft Remediation** and Third Party Coverage for **Security Breach Liability** and **Privacy Liability**.

#### **Breach Notice Coverage and Identity Theft Remediation Coverage**

United Fire's Breach Notice Coverage provides assistance for expenses you incur to notify victims whose Personal Identification Information has been lost or stolen from your business. Our breach notice coverage will prepare you for the event of a potential breach and guide you through the process of notifying the affected individuals in the event of a breach.

Identity Theft Remediation coverage provides for the services of an Identity Theft Remediation Advocate to assist victims in resolving the fraudulent use of their Personal Identification Information.

Key coverages provided under our Breach Notice and Identity Theft Remediation Coverages include:

- Breach Notice Response
- Notice Fulfillment Services
- Legal Services
- Computer Forensics
- Identity Restoration
- Credit & Fraud Monitoring

#### **Security Breach Liability and Privacy Liability Coverage**

United Fire's Security Breach Liability provides protection to you when a computer virus or other malware is transmitted to a third party from a company computer when the third party makes a claim for or sues for damages.

Privacy Liability Coverage provides protection when individuals whose Personal Identification Information has been stolen from you and makes a claim for or sues for damages.

- Loss or Theft of Personal Identification Information (paper and electronic)
- Legal Defense from third party lawsuits
- Unauthorized access/use
- Transmission of or attack by a computer hacker/virus.

For further information on how to access these services (phone number, contact number, etc.) please read the applicable endorsement.

These coverages were endorsed on to your policy as we believe that recent events have demonstrated the perils associated with digitally stored data and that this endorsement will provide you with valuable protection and assistance at a reasonable cost. **Should you wish to decline this endorsement please notify your agent or UFG and you will receive a corresponding credit to your account.**

INTERLINE  
ST 18 34 01 15

## INTERNET SECURITY AND PRIVACY TRAINING NOTICE SAVE 15% ON YOUR ISAP RENEWAL

You have the opportunity to save 15% on your Internet Security and Privacy(ISAP) renewal premium by taking the Privacy Risk and Awareness Training. One discount per policy applied to your renewal. This discount is NOT applied to the current year's policy. The training course must be completed at least 60 days prior to your renewal.

To start your ISAP savings for your next renewal simply go to

<https://www.policytraining.net>

Information needed is as follows:

- Email address for a completion certificate to be emailed to you
- Policy number

Please note when entering your policy number you will need to include the four digit code located above your policy number, followed by a dash, then the policy number. Example shown below would be entered as

1234-60123456

1234 (4 digit code example)

<b>Policy Number:</b> 60123456
--------------------------------

The certificate of completion will be emailed to you for your records and your completion will automatically be recorded in our database. If for some reason you do not receive the 15% discount on your renewal policy, present the certificate to your insurance agent for processing and reconciliation.